PARTNERSHIP—CONVEYANCE OF REALTY.—Plaintiff and defendants entered into articles of copartnership for the general purposes of quarrying. The partnership was to continue for a period of ten years. Pursuant to their agreement, plaintiff and defendants contributed various amounts as firm capital, and purchased with the firm funds a strip of land containing a marble quarry. The land was conveyed to the partners in the proportion of "one-half undivided" to the plaintiff, and "one-quarter undivided" to each of the other partners, the deed reciting that it was made in "fulfillment of the partnership agreement." The business proving unprofitable, plaintiff sold his undivided half of the quarry to third parties; he now sues for an accounting and claims a share in the remaining one-half on the grounds that it was partnership property. *Held,* the quarry became the property of the individual partners as tenants in common. *Grant* v. *Bannister* (Cal. 1911) 118 Pac. 253.

The court based its decision on the fact that the partners intended that the property in question should be held in common rather than in partnership. The presumption from a deed of real estate to the individual members comprising a firm is that they hold as tenants in common. *Robinson Bank* v. *Miller,* 153 Ill. 244, 46 Am. St. Rep. 883, 27 L. R. A. 449; *Hendy* v. *Marsh,* 75 Cal. 566, 17 Pac. 702. It may be rebutted by the fact that the property was purchased with partnership funds. *Collumb* v. *Read,* 24 N. Y. 505, 513. But such fact is merely *prima facie. Providence* v. *Bullock,* 14 R. I. 353. The further fact that the land was used for partnership purposes is a strong argument in favor of its being considered partnership property. *Robertson* v. *Baker,* 11 Fla. 192; *Spalding* v. *Wilson,* 80 Ky. 589; *Hayes* v. *Treat,* 178 Pa. St. 310, 35 Atl. 987. It is then a question of the intention of the parties, *Fairchild* v. *Fairchild,* 64 N. Y. 471; *Pepper* v. *Pepper,* 24 Ill. App. 316; *Fall River Whaling Co.* v. *Borden,* 10 Cush. 458, 462; to be ascertained from the express or implied agreements of the partners. *Arnold* v. *Wainwright,* 6 Minn. 358, 80 Am. Dec. 448; *Murrell* v. *Mandelbaum,* 85 Tex. 22; from the manner in which the members of the firm have dealt with it, *Lindsay* v. *Race,* 103 Mich. 28, 61 N. W. 271; or from all the attending circumstances, *Flanagan* v. *Shuck,* 82 Ky. 617; *Page* v. *Thomas,* 43 Ohio St. 38, 54 Am. Rep. 788; *Collner* v. *Greig,* 137 Pa. St. 606, 21 Am. St. Rep. 899.

PARTNERSHIP — MINING — CREATION —DISSOLUTION.—Appellant and others were members of a statutory mining partnership, and employed plaintiff as a miner. Actual mining work was discontinued, but plaintiff, at the direction of one of the other partners, continued at the mine as watchman. In plaintiff's action to recover compensation for his services as watchman, appellant contended that the partnership was dissolved on the cessation of work in the mine, and his liability terminated at that time. *Held,* the partnership still continued. *Nielson* v. *Gross et al.* (Cal. 1911) 118 Pac. 725.

The *rationale* of the decision is that where the members of a statutory mining partnership suspend the operation of the mine intending to permanently abandon it, the partnership itself is *ipso facto* dissolved, but that here there was no proof of intention to abandon the work permanently. This is an application of the ordinary rule of trading partnerships that a dissolution